

DRAFT - DISCUSSION PURPOSES ONLY

4. Grow/Finish Duties of Grower. During the term of this Agreement, Grower will be responsible for the following duties with respect to the grow/finish of ISF's hogs at the Facilities:

- a. Personnel. Grower shall be responsible for the day-to-day management of the Facilities and the grow/finish of ISF's hogs. Grower may employ manager(s) and other necessary personnel at the Facilities to carry out Grower's duties in this regard, provided that Grower shall be solely responsible for the actions and decisions of Grower's personnel. Grower may subcontract its duties hereunder with the written permission of ISF. Grower shall coordinate the grow/finish activities at the Facilities in consultation with ISF's Production Supervisor. Grower and ISF's Production Supervisor will meet periodically to evaluate the performance of Grower's personnel. If any such personnel are not, in the reasonable opinion of ISF's Production Supervisor, performing up to ISF's strict grow/finish performance standards, ISF may request that Grower replace such personnel. Upon the request of Grower, ISF's Production Supervisor will consult at no charge with Grower regarding the hiring of personnel for the Facilities.
- b. General Management Responsibilities. Grower will grow/finish ISF's hogs with all modern animal husbandry practices and shall follow all reasonable directions provided by ISF for the rearing and care of such hogs. All of ISF's hogs must be raised in strict accordance with ISF's feeding program and management program, as communicated from time to time by ISF to Grower. Grower will specifically: (i) implement rodent and fly control procedures in and around the Facilities; (ii) implement and maintain all herd health and disease control standards and procedures required by ISF (including the administration of any animal drugs); (iii) conduct a daily observation of all hogs on an individual basis and the Facilities to ensure that feeders, waterers and ventilation equipment are functioning properly and (iv) keep dogs, cats and other domestic animals out of the Facilities. Grower shall maintain accurate records with respect to ISF's hogs as required by and on forms provided by ISF, including, without limitation, records on hog mortality and feed efficiency. Any significant hog mortality shall be communicated by Grower to ISF immediately. Grower shall obtain and maintain all required governmental permits necessary in connection with the raising and feeding of ISF's hogs.
- c. Maintenance. Grower will maintain the Facilities in good working order and in the same condition as constructed, reasonable wear and tear excepted. Grower shall routinely check and maintain feed systems and water lines and nipples.
- d. Cleaning. Grower agrees to have the Unit(s) cleaned, disinfected and ready to receive ISF's hogs within four (4) days from time the Pig Spaces in the Unit(s) are unloaded. Grower will provide a power washer (3,000 PSI or better) for cleaning of the Unit(s). If Grower does not have the Pig Spaces in the Unit(s) cleaned, disinfected and ready to receive ISF's hogs as set forth above, Grower shall be charged a fee at the rate of \$.14 per Pig Space per day until the Pig Spaces in the Unit(s) are ready to receive ISF's hogs.
- e. Utilities/Services. Grower will provide all necessary water, electricity, propane and bedding at the Facilities for ISF's hogs. Grower shall provide a private water well or rural water for the benefit of the Unit(s). Grower guarantees access to a water source and to electricity for the term of this Agreement and will obtain all written easements needed to assure access to a water source and electricity for such period. ISF shall be named as a third-party beneficiary of all such easements.
- f. Manure Management. Grower shall be solely responsible for providing for manure or other swine waste product removal, handling and disposal for the Facilities in compliance with all applicable laws, rules and regulations. In consultation with ISF, Grower shall develop, maintain and comply with a manure management and pollution prevention plan ("MMP") that complies with Iowa Code Section 453B.203 and the rules promulgated thereunder. Grower shall secure and record, prior to the execution of this Agreement, written manure disposal rights agreements for a minimum period of twenty (20) years for tillable acres sufficient to show compliance with the MMP. ISF shall

ISF INITIALS: _____

GROWER INITIALS: _____

REVDATE 053095